

# Exhibit C

**DEPOSITION OF STEPHEN ZSIGRAY**

1                   IN THE UNITED STATES DISTRICT COURT  
2                   FOR THE NORTHERN DISTRICT OF ILLINOIS  
3       WACKER DRIVE EXECUTIVE                   )  
4       SUITES, LLC, on behalf of                )  
5       itself Individually, and on             )  
6       behalf of all others                    )  
7       similarly situated,                     )  
8    )  
9                   Plaintiffs,                   )  
10    )  
11               vs.                                ) No. 1:18-cv-5492  
12    )  
13       JONES LANG LASALLE AMERICAS            )  
14       (ILLINOIS), LP,                         )  
15    )  
16                   Defendant.                   )

11                   The discovery deposition of STEPHEN  
12                   ZSIGRAY, taken in the above-entitled cause,  
13                   pursuant to Fed.R.Civ.P. 30(b)(6), before  
14                   Andrew R. Pitts, Certified Shorthand Reporter  
15                   of the State of Illinois, on Friday,  
16                   December 20, 2019, at 77 West Wacker Drive,  
17                   Suite 500, Chicago, Illinois, pursuant to  
18                   Notice, commencing at 9:00 a.m.

19  
20  
21  
22  
23                   REPORTED BY:  
24                   ANDREW R. PITTS, CSR, RPR  
                  LICENSE NO.: 084-4575

**DEPOSITION OF STEPHEN ZSIGRAY**

1 APPEARANCES:

2 FOSTER PC  
3 BY MR. HOWARD W. FOSTER, ESQUIRE and  
4 MR. MATTHEW A. GALIN, ESQUIRE  
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7 Chicago, Illinois 60606  
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9 E-Mail: hfoster@fosterpc.com  
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11 -and-

12 STEPHAN ZOURAS  
13 BY MR. JAMES B. ZOURAS, ESQUIRE  
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19 Appeared on behalf of the Plaintiffs;

20 MORGAN, LEWIS & BOCKIUS LLP  
21 BY MR. SCOTT T. SCHUTTE, ESQUIRE and  
22 MS. HEATHER NELSON, ESQUIRE  
23 77 West Wacker Drive  
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Appeared on behalf of the Defendant.

ALSO PRESENT:

MS. LISA FONTOURA, Senior Counsel Jones Lang  
LaSalle.

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I N D E X

WITNESS

EXAMINATION

STEPHEN ZSIGRAY

BY MR. FOSTER

4, 71

BY MR. SCHUTTE

68

E X H I B I T S

NUMBER

MARKED

Exhibit 1 Defendant's supplemental  
objections and designations in  
response to 30(b)(6) Notice

5

Exhibit 2 E-mail and attachments from  
Keelee Leyden to Richard De  
Vries, movers list

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**DEPOSITION OF STEPHEN ZSIGRAY**

1 (Whereupon, the witness was  
2 administered an oath.)

3 STEPHEN ZSIGRAY,  
4 called as a witness herein, having been first  
5 administered an oath, was examined and testified as  
6 follows:

7 EXAMINATION

8 BY MR. FOSTER:

9 Q. Good morning. You are who, sir?

10 A. I am Steve, Stephen Zsigray.

11 Q. Okay. And what is your position at Jones  
12 Lang & LaSalle?

13 A. I'm a managing director, and I run our  
14 management program development business for the  
15 midwest.

16 Q. And are you aware that you are here today as  
17 a corporate representative to answer questions on  
18 various topics?

19 A. I am.

20 Q. So just to hopefully to make this go  
21 smoothly, you undoubtedly know I'm Howard Foster,  
22 I represent the Plaintiff Wacker Drive Executive  
23 Suites. I'll ask you questions, and when I'm done,  
24 you answer. And while you're talking, I am not going

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1 to talk, and I hope the same will go when I'm  
2 talking, you don't talk, and then the court reporter  
3 can get it all down.

4 If you don't understand one of my questions,  
5 just let me know. And if you want to take a break,  
6 let me know, and we will take a break except when a  
7 question is pending. When a question is pending, you  
8 have to answer it. And your lawyers probably told  
9 you to please answer verbally. Right?

10 A. Yes.

11 Q. Rather than assenting through a nod or  
12 something. Okay.

13 MR. FOSTER: The first thing I want to do is  
14 just label this Exhibit 1, if I could have a sticker.

15 (Whereupon, Exhibit 1 was marked  
16 for identification.)

17 BY MR. FOSTER:

18 Q. Exhibit 1, Mr. Zsigray, that is the  
19 Defendant's supplemental objections and designations  
20 in response to our Notice of 30(b)(6) deposition.  
21 This is a document prepared by your lawyers, or the  
22 lawyers for Jones Lang and LaSalle, listing all the  
23 topics that we are going to go through.

24 Do you know if you are going to be the

**DEPOSITION OF STEPHEN ZSIGRAY**

1 representative for Jones Lang and LaSalle on all of  
2 the topics that we are going to do here today?

3 A. Yes.

4 Q. So if you could please turn to Page 3, topic  
5 number 1. Before we get started, I would just like  
6 to know a little bit about your background.

7 Could you tell me how long you have been  
8 with Jones Lang and LaSalle.

9 A. I've been with Jones Lang LaSalle 32 and a  
10 half years since 1987.

11 Q. So have you held various positions over the  
12 32 years?

13 A. Yes.

14 Q. Okay. And, again, your current position is  
15 what?

16 A. I am the regional manager for the midwest  
17 region. I oversee office and industrial properties  
18 for the region.

19 Q. And how long have you held that position?

20 A. Since 2006.

21 Q. So let's turn to topic number 1: "How JLL,"  
22 which is Jones Lang and LaSalle, "earns fees from its  
23 landlord clients at the building from tenant  
24 construction buildouts."

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1           So why don't you just answer that question.  
2       How does Jones Lang LaSalle earn fees from tenant  
3       buildouts, if it does earn fees from tenant  
4       buildouts?

5           A.    Yes, and it varies by property, varies by  
6       client. In cases where we do earn management fees, it  
7       is typically a percentage of the construction cost,  
8       a percentage of the construction cost.

9           We have buildings where we don't get  
10      construction management fees for overseeing  
11      construction management, and we get a management fee,  
12      and if our onsite team performs the construction,  
13      that's all part of a negotiation with an investor  
14      client coming into the building.

15          Q.    All right. So let's now talk about the  
16      15 buildings that are at issue in this case. Okay?

17          A.    Yes.

18          Q.    All right. As to those 15 buildings that  
19      are at issue in the case, how did Jones Lang and  
20      LaSalle earn fees from its tenants through buildouts,  
21      if it did?

22                MR. SCHUTTE: Object to form.

23                Go ahead.

24

**DEPOSITION OF STEPHEN ZSIGRAY**

1 BY THE WITNESS:

2 A. As a percentage of construction costs,  
3 I can't tell you of those 15 buildings off the top of  
4 my head without reviewing them which ones did or  
5 didn't, but if we did, it was based on a percentage of  
6 construction costs.

7 BY MR. FOSTER:

8 Q. You haven't looked at the agreements,  
9 though, for the 15 buildings to determine if they  
10 were a percentage of the construction costs?

11 A. Whether we received a fee or not. If we  
12 received a fee, then it was based on a percentage of  
13 construction costs.

14 Q. Okay. So I think I understand that. Let me  
15 just make sure that I do.

16 If Jones Lang and LaSalle received a fee  
17 from those -- owners, right?

18 A. Owners, yes.

19 Q. Correct?

20 A. Correct.

21 Q. With regard to the 15 buildings at issue in  
22 this case, part of the fee would have been a  
23 percentage of the buildout costs by the tenants; is  
24 that correct?

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1           A.    Yes.

2           Q.    Are you saying that you are not sure that  
3 Jones Lang and LaSalle did receive a fee from the  
4 owners of these 15 buildings?

5           A.    I'm saying that I have not reviewed every  
6 single building back to the dates that you are talking  
7 about as to whether we received in any year, every  
8 year, no year, depending on whether we did  
9 construction management under a management agreement  
10 that had a fee under it.

11          Q.    What did you review in preparation for this  
12 deposition as to this topic?

13                   MR. SCHUTTE:   You can answer.

14           BY THE WITNESS:

15          A.    Okay.  I reviewed the 125 South -- the WDES  
16 lease at 125 South Wacker.  I reviewed rules and -- to  
17 this document, to this particular topic, I reviewed  
18 the 125 South Wacker lease.  That's the WDES.

19           BY MR. FOSTER:

20          Q.    That's the only building that you reviewed  
21 for this deposition to prepare?

22          A.    I reviewed management agreements for the  
23 other buildings.  I don't recall the details of every  
24 agreement as to whether or not we were getting a

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1 percentage management fee on those 15 agreements.

2 Q. Well, in discovery, the management  
3 agreements for the 15 buildings were produced to us.  
4 I have actually read all of them that were produced.  
5 It looked to me that all of the buildings were paying  
6 management fees that included a portion of the  
7 buildout costs.

8 Do you have any reason to think that I was  
9 wrong about that?

10 MR. SCHUTTE: Object to form.

11 Go ahead.

12 BY THE WITNESS:

13 A. I know that if we were paid under those  
14 agreements in accordance with those agreements and  
15 there was a percentage management fee in those  
16 agreements for construction, then we would have  
17 received them, yes.

18 BY MR. FOSTER:

19 Q. Well, weren't you supposed to prepare for  
20 topic 1 as to all 15, you know, agreements here  
21 today?

22 MR. SCHUTTE: Hold on. That's not a  
23 question for the witness. That's a legal question.  
24 He's prepared to -- he already answered the question.

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1 The question is how they earned the fee, and he  
2 described how they earned the fee.

3 MR. FOSTER: He didn't. He is saying he  
4 doesn't know for the other 14 buildings.

5 MR. SCHUTTE: That's not what he said.

6 MR. FOSTER: You know, I don't want to argue  
7 with you about what he said, Scott. Don't tell me  
8 what he said. Let's have the witness testify. The  
9 witness is saying he could only remember reviewing the  
10 agreement for only one building, 125 South Wacker.

11 BY MR. FOSTER:

12 Q. Is that correct? Is that your testimony?

13 MR. SCHUTTE: That's --

14 MR. FOSTER: No.

15 MR. SCHUTTE: No. I will object if my --

16 MR. FOSTER: You can object to the form of  
17 the question.

18 MR. SCHUTTE: You know what? Let me do it.  
19 And if you need to take a break so we can get  
20 ourselves calmed down, we can do that. Do you need a  
21 break, or are you okay?

22 MR. FOSTER: I don't need a break.

23 MR. SCHUTTE: Okay. Good.

24 MR. FOSTER: Do you?

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1                   MR. SCHUTTE: I object to the form of the  
2 question.

3                   MR. FOSTER: Okay.

4                   MR. SCHUTTE: Could you read the question  
5 back, please.

6                                 (Whereupon, the record was read by  
7 the reporter as requested.)

8                   MR. SCHUTTE: Object to form of the  
9 question.

10                   MR. FOSTER: Answer the question, please,  
11 sir.

12                   THE WITNESS: Read it again.

13                                 (Whereupon, the record was read by  
14 the reporter as requested.)

15 BY THE WITNESS:

16                   A. I prepared for topic 1. I read all the  
17 agreements. I don't recall every single detail about  
18 the agreement as I'm sitting here.

19 BY MR. FOSTER:

20                   Q. But you are supposed to be able to answer  
21 questions on this topic. So are you saying that  
22 you're not able to answer any questions about any of  
23 the other buildings other than 125 South Wacker?

24                   MR. SCHUTTE: Object to form. Misstates his

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1 testimony.

2 MR. FOSTER: Okay.

3 BY THE WITNESS:

4 A. There are other agreements that have  
5 percentage project management fees in them.

6 MR. FOSTER: Yes.

7 BY THE WITNESS:

8 A. I don't have them memorized to tell you  
9 which ones they are right now.

10 BY MR. FOSTER:

11 Q. But you don't -- okay. You may not have  
12 them memorized, but we wanted to find out if there  
13 were such agreements as to these 15 buildings. Are  
14 you able to tell us that? You don't have to have  
15 them memorized, but are you able to tell us that, if  
16 they are or not?

17 A. They are.

18 MR. FOSTER: Do you want to go off the  
19 record for a second? Maybe we can clarify this with  
20 you and me talking, Scott? I mean, would you agree to  
21 go off the record?

22 MR. SCHUTTE: Yeah, let's go off the record.

23 (Whereupon, a break was taken from  
24 9:21 to 10:19 a.m.)

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1 BY MR. FOSTER:

2 Q. Mr. Zsigray, I think I understand what  
3 you're saying with regard to topic number 1, but  
4 I just want to reread the answer that Jones Lang and  
5 LaSalle gave to topic number 1. We will go over it  
6 again quickly, and we are going to move on.

7 It says, "JLL will produce a designee to  
8 testify generally with respect to the buildings it  
9 currently manages at issue in this case during the  
10 class period as to how JLL may be compensated by  
11 building owner for any construction management and/or  
12 construction supervision services it may provide for  
13 the buildings JLL currently manages."

14 I believe you said that you have read and do  
15 recall the fee provisions with regard to the  
16 125 South Wacker building; is that correct?

17 A. That's correct.

18 Q. So let me ask you this about that building.  
19 Okay? All right.

20 With regard to that building, does Jones  
21 Lang LaSalle earn a fee for overseeing tenant  
22 buildout projects?

23 MR. SCHUTTE: Currently?

24 MR. FOSTER: You can't interfere with the

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1 question. If you want to object, you can say it. You  
2 can't do that, Scott.

3 MR. SCHUTTE: Object. The question is vague  
4 as to time frame.

5 MR. FOSTER: Okay. Answer the question,  
6 sir.

7 BY THE WITNESS:

8 A. Under our current agreement for the property  
9 management of 125 South Wacker, the owner of which is  
10 Ivanhoé Cambridge, we do not receive a management fee  
11 if our property personnel -- people who are assigned  
12 to the building, managers of the building, we do not  
13 get a fee.

14 We get a fee if we are requested by the  
15 owner to bring in a project manager, specialist from  
16 within JLL who is not an employee of the property, to  
17 do the construction management. In that case, we get  
18 a management fee or a percentage -- we get a  
19 percentage construction management fee.

20 BY MR. FOSTER:

21 Q. If that does occur and there is a  
22 construction management fee, would it be a portion of  
23 the tenant buildout fee that the tenant incurs?

24 MR. SCHUTTE: Object --

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1 BY THE WITNESS:

2 A. Yes, it would be a percentage.

3 MR. FOSTER: You interrupted the witness  
4 again, Scott. It's habitual.

5 MR. SCHUTTE: I was attempting to object to  
6 form, and the witness started his answer. Object to  
7 form. It is not habitual. Object to form.

8 MR. FOSTER: Every question.

9 MR. SCHUTTE: It's not every question.

10 MR. FOSTER: Okay.

11 MR. SCHUTTE: I only object to bad  
12 questions.

13 MR. FOSTER: Okay.

14 MR. SCHUTTE: Object to form.

15 BY MR. FOSTER:

16 Q. He can object to form. Mr. Zsigray, in the  
17 future, could you just pause for a second before  
18 answering to let your lawyer to object if he wants to  
19 object.

20 A. Sure.

21 Q. That might help.

22 A. Yes, I will.

23 Q. Okay. Before he rudely interrupted, my  
24 understanding was the answer to your question was,

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1     yes, it would be in that situation a percentage of  
2     the charge that the tenant pays for the construction  
3     project?

4                     MR. SCHUTTE: Object to the characterization  
5     of my objection.

6                     Go ahead.

7     BY THE WITNESS:

8                     A. It would be a percentage of the construction  
9     costs of that project.

10    BY MR. FOSTER:

11                    Q. Costs to whom?

12                    A. To the landlord.

13                    Q. I'm talking about tenant buildouts though.

14                    A. Landlord provides tenant buildouts.

15                    Q. When you say provides tenant buildouts, I'm  
16    not sure I understand. When you say provides, you  
17    mean pays for?

18                    A. I'm saying pays for and manages the  
19    construction.

20                    Q. In the typical case of a tenant in one of  
21    the buildings, let's say -- not one; 125 South  
22    Wacker. Say a tenant like my client was a tenant in  
23    125 South Wacker, Wacker Drive Executive Suites, and  
24    Wacker Drive Execute Suites received a tenant

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1 improvement allowance and did a couple of  
2 buildouts -- I'm calling them buildouts -- over the  
3 course of its tenancy. Are you with me so far?

4 A. I am with you so far.

5 Q. Without regard to those particular  
6 buildouts, did Jones Lang and LaSalle earn a fee of  
7 any kind?

8 MR. SCHUTTE: Object to form.

9 Go ahead.

10 BY THE WITNESS:

11 A. No.

12 BY MR. FOSTER:

13 Q. Why not?

14 A. Because the tenant negotiated in their lease  
15 with the landlord to do their own construction, to do  
16 their own construction management with their own  
17 contractor.

18 Q. I see. So you're saying that neither the  
19 landlord, nor Jones Lang and LaSalle was asked to  
20 provide a project manager? Is that the reason why it  
21 isn't?

22 A. Yes.

23 Q. So the key here is whether the tenant uses  
24 its own project manager or they are asking Jones

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1       Lang and LaSalle or the owner to provide one?

2                   MR. SCHUTTE:   Object to form.

3                   Go ahead.

4       BY THE WITNESS:

5               A.    Yes.

6       BY MR. FOSTER:

7               Q.    In the typical case of tenant -- is there a  
8       typical case with regard to tenants then, whether  
9       they provide their own project manager or they ask  
10      for one?

11              A.    In my experience?

12              Q.    Yes.

13              A.    Generally, very uncommon for a tenant to do  
14      their own construction. Typically, and most often, it  
15      is provided for by the landlord. The landlord does  
16      the construction.

17              Q.    When you say does the construction, you mean  
18      would be the general contractor?

19              A.    The general contractor would do the  
20      construction.

21              Q.    Right.

22              A.    It would be managed and overseen by the  
23      landlord's representative. In this case, if it was  
24      JLL, it would be us.

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1           Q.    So in those situations, wouldn't it be  
2           typical then for Jones Lang and LaSalle to earn some  
3           sort of a fee from those buildouts?

4           A.    As I just reviewed all these documents, it  
5           varies building by building.  If it is negotiated with  
6           the landlord that if building personnel perform that  
7           work, there is no additional construction management  
8           fee.  When I say building personnel, people that are  
9           reimbursed by the property and paid for as an  
10          operating expense of the property.  There is no fee.

11                If an outside project manager is brought in  
12          because it's a complicated project and the building  
13          personnel aren't skilled enough or they don't have  
14          capacity to handle it, then there, generally speaking,  
15          will be a fee attached to that.

16          Q.    Okay.  Well, let me just try and understand  
17          this a little better.

18                Is there a typical situation with tenant  
19          buildouts whether they have an insider being the  
20          project manager or use an outsider?

21                MR. SCHUTTE:  Object to form.

22                Go ahead.

23          BY THE WITNESS:

24          A.    Truly varies by building and the experience

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1 level of the management team that is running the  
2 property and officed on site at the property, and it  
3 is determined by the negotiation with the client.  
4 Many times they are repeat clients and we have similar  
5 arrangements across multiple markets, and we have  
6 utilized the same type of a fee structure.

7 BY MR. FOSTER:

8 Q. The client is then who, the tenant?

9 A. The client is the owner.

10 Q. All right. So let me ask a little more.

11 I think I'm learning some stuff here.

12 If the tenant wants to do a project, am I  
13 correct that somebody needs to be a project manager  
14 for every project?

15 A. You are correct.

16 Q. If the tenant wants to provide for its own  
17 project manager, in that situation, Jones Lang and  
18 LaSalle probably would not earn a fee for that  
19 particular project; is that correct?

20 A. That's correct.

21 Q. But for the tenant to do that and have its  
22 own project manager then, it would generally mean  
23 that it is going out and essentially hiring its own  
24 general contractor to be project manager? Is that

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1     what that would mean?

2             A.    The tenant would sign a contract with a  
3     general contractor to do the work.

4             Q.    Right.

5             A.    Yes.

6             Q.    And in that situation, what would Jones Lang  
7     and LaSalle's role be in that with regard to that  
8     project?

9             MR. SCHUTTE:   Object to form.

10            Go ahead.

11     BY THE WITNESS:

12            A.    Oversight of the project.

13     BY MR. FOSTER:

14            Q.    But it wouldn't earn any fee for the  
15     oversight?

16            A.    In rare instances, but typically not.

17            Q.    In some cases, some tenants might be  
18     smaller, I guess, and they don't want to hire their  
19     own general contractor; is that correct?

20            MR. SCHUTTE:   Object to form.

21            Go ahead.

22     BY THE WITNESS:

23            A.    I stated earlier that there are very few  
24     situations where tenants -- whether they're large,

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1 medium, or small, there just aren't that many  
2 situations where the tenant wants to do their own  
3 construction.

4 BY MR. FOSTER:

5 Q. So in most cases, you're saying the tenant  
6 needs to use -- I don't understand. When you say do  
7 their own, you mean hire their own GC?

8 A. Yes.

9 Q. So in most cases, who did they use?

10 A. They used the landlord, they used the  
11 landlord's agent to be the construction coordinator  
12 who hires a general contractor.

13 Q. The landlord's agent is Jones Lang and  
14 LaSalle with regard to these buildings, right?

15 A. Yes.

16 Q. You are the agent?

17 A. Yes.

18 Q. So you are saying in most cases then, the  
19 tenants are using you, Jones Lang and LaSalle, to be  
20 their project managers?

21 A. Yes.

22 Q. Then in those cases, are you saying there is  
23 no uniform rule as to whether Jones Lang and LaSalle  
24 earns a fee on those particular projects?

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1           A.    That's what I'm saying.

2           Q.    It varies, you're saying, from building to  
3 building?

4           A.    It varies from building to building and  
5 sometimes project to project.

6           Q.    Who decides?

7           A.    Well, it's decided when the management  
8 agreement is awarded by the owner, whether it's  
9 through competitive bid or not, when they acquire the  
10 building. It's generally they hire a leasing company  
11 and a management company.

12          Q.    Now, I know that.

13               MR. SCHUTTE: Hold on. He's not finished  
14 with his answer.

15                       Go ahead and finish your answer.

16          BY THE WITNESS:

17          A.    All right. And in those cases, there may  
18 not be a fee. I looked at five agreements, and they  
19 were all five very different. As I stated earlier, in  
20 some cases, building personnel do this construction  
21 management oversight construction coordination. There  
22 is no fee. Other cases, there are fees. It depends.  
23 It's really a building-by-building basis.

24

**DEPOSITION OF STEPHEN ZSIGRAY**

1 BY MR. FOSTER:

2 Q. What was the situation at 125 South Wacker  
3 under the current agreement, what does that provide?

4 A. I stated this earlier.

5 Q. Well, state it again.

6 A. Under the current agreement if --

7 Q. Right.

8 A. This is owned by Ivanhoé Cambridge.

9 Q. Yeah.

10 A. If Jones Lang LaSalle building personnel,  
11 manager, general, assistant general manager does the  
12 oversight of the construction and the coordination of  
13 the construction, hiring the general contractor,  
14 hiring the architects, et cetera, et cetera, there is  
15 no fee, no additional fee if building personnel do it.

16 There would be a fee provided in the  
17 management agreement if the owner said or the  
18 management team said we don't have capacity. We have  
19 three buildouts going already or whatever. And a  
20 separate project manager is pulled in who is not a  
21 member of the property team, an onsite member of the  
22 property team. Then there would be a fee -- then the  
23 contracts provide that a fee would be earned.

24 Q. Okay. I am going to move on to the next

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1     topic.  Okay?  "The process by which Jones Lang and  
2     LaSalle checks the union cards/membership of  
3     contractors working for tenants and what happens if a  
4     contractor does not have such cards/evidence of the  
5     membership."

6                 Are you prepared to answer questions about  
7     that topic, Mr. Zsigray?

8                 A.  Yes, I am.

9                 Q.  All right.  So does somebody at each of  
10    these 15 buildings check for union cards for  
11    contractors who wanted to come in and do work in the  
12    buildings?

13                A.  It varies by property.

14                Q.  Go ahead.  I think you were going to say  
15    something.

16                A.  It varies by property, and more often than  
17    not, the majority of the times the union cards are  
18    checked by other trades, meaning a carpenter trade  
19    will check on another plumber, et cetera.  There are  
20    always multiple trades working in a building.  
21    Typically, we get notification, if there was a  
22    nonunion contractor in that building, it's coming from  
23    a trade who is working in that building and observes  
24    it.

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1 Q. And then what happens?

2 A. Then they are not permitted to stay in the  
3 building.

4 Q. Okay. Why not?

5 MR. SCHUTTE: Object to form.

6 Go ahead.

7 BY THE WITNESS:

8 A. Because they are nonunion.

9 BY MR. FOSTER:

10 Q. Well, why aren't nonunion contractors  
11 permitted to stay in the buildings?

12 A. There are multiple reasons.

13 Q. What are they?

14 A. One -- well, as a starting point, there are  
15 rules and regulations in each building that are that  
16 our clients have in place that we follow. There are  
17 situations where clients are pension funds who are  
18 representing unions, and they require union contracts.  
19 And most often, there is a -- all of the leases  
20 provide for labor harmony, a harmony clause, to be in  
21 the rules and regulations in many of the leases that  
22 require work to be done that doesn't disrupt the  
23 building.

24 Q. Okay. So in virtually all 15 buildings,

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1     though, it is the procedure to check for union cards  
2     for all the tradesmen, just summing up; is that  
3     correct?

4                   MR. SCHUTTE:   Object to form.

5                   Go ahead.

6     BY THE WITNESS:

7           A.    It's not a requirement of our team to do  
8     that.

9     BY MR. FOSTER:

10          Q.    It is a requirement of the building owners  
11     to do that.  That's what I'm hearing from you; is  
12     that correct?

13          A.    If rules and regulations are in place that  
14     suggest that when we take over a property, we follow  
15     the procedures that have been in place.

16          Q.    Okay.  I've looked at the rules for all the  
17     15 buildings involved in this case, and every one of  
18     them has a building rule somewhere in there saying  
19     only union contractors are allowed in this building,  
20     something to that effect.  Are you familiar with  
21     those rules for these 15 buildings?

22                  MR. SCHUTTE:   Object to form.

23                  Go ahead.

24

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1 BY THE WITNESS:

2 A. I'm familiar with perhaps not every detail  
3 of every building, but I am familiar with many of  
4 them, yes.

5 BY MR. FOSTER:

6 Q. With regard to the union rule that I've just  
7 mentioned; is that correct?

8 A. Yes.

9 Q. Okay. Is there any situation that you are  
10 aware of where Jones Lang and LaSalle has refused to  
11 carry out those rules?

12 MR. SCHUTTE: Object to form.

13 Go ahead.

14 BY THE WITNESS:

15 A. Not that I'm aware of.

16 BY MR. FOSTER:

17 Q. Is there any building owner with regard to  
18 these 15 buildings that has not promulgated a rule of  
19 this nature with regard to union contractors?

20 MR. SCHUTTE: Object to form.

21 Go ahead.

22 BY THE WITNESS:

23 A. No.

24

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1 BY MR. FOSTER:

2 Q. All right. I am going to move on to the  
3 next topic, which is number 3.

4 MR. SCHUTTE: Do you want water or coffee?

5 THE WITNESS: No.

6 MR. FOSTER: Anyone need a break?

7 MR. SCHUTTE: No, I just asked him if he  
8 needed to refill his water.

9 MR. FOSTER: I hope you will ask me that at  
10 some point during the day for me too, Scott.

11 MR. SCHUTTE: Of course. If I see your  
12 water running low, I'd be happy to bring you some  
13 water.

14 MR. FOSTER: All right.

15 BY MR. FOSTER:

16 Q. Number 3: "The basis for JLL's claim as  
17 asserted in its motion to dismiss that its landlord  
18 clients have required the union-only rule as to  
19 continued improvements."

20 Okay. So are you aware that your company's  
21 position in this litigation is that the owner  
22 required the union-only rule at least as to the  
23 125 South Wacker building where my client was a  
24 tenant?

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1           A.    Yes.

2           Q.    I have looked at the management agreement  
3 for that building, and I did not see anything in that  
4 agreement that required Jones Lang and LaSalle to  
5 exclude nonunion contractors from the building.

6                   Are you aware of any particular rule issued  
7 by the landlord that requires that for that building?

8                   MR. SCHUTTE: Object to form.

9                   Go ahead.

10          BY THE WITNESS:

11           A.    That building had rules and regulations that  
12 were developed by the previous owner who was Tishman  
13 Speyer. When MetLife bought that building and we took  
14 over that building, those rules and regulations came  
15 with the building, and our job was to enforce the  
16 rules and regulations.

17          BY MR. FOSTER:

18           Q.    Okay. You've answered my question.

19                   When a building is sold and a new owner  
20 takes over, do they have a discussion with Jones Lang  
21 and LaSalle about the prior rules, whether they are  
22 going to continue them or not?

23           A.    No, not typically.

24           Q.    What happens?

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1           A.    The rules and regulations that are in place  
2           which are typically attached to every single lease  
3           that's in that building are accepted.

4           Q.    Is that like a formal --

5           A.    And continued.

6           Q.    I'm sorry.

7           A.    And continued, yes.

8           Q.    How does Jones Lang and LaSalle know that  
9           they have been accepted and continued?

10          A.    In the sale of a building, there is an  
11          assignment of leases, there is an assignment of  
12          contracts, there is an assignment of property  
13          documents that would be -- rules and regulations would  
14          be included in that.  There's an acceptance that  
15          occurs during the transition in a sale where the lease  
16          are accepted, where the contracts are accepted, and  
17          any of the existing procedures and policies in the  
18          building are brought over.

19          Q.    So as I understand your testimony then, as  
20          to the 125 South Wacker building, there was a rule  
21          that required union-only contractors in place by the  
22          prior owner, right, MetLife?

23          A.    The prior owner was Tishman Speyer.

24          Q.    Tishman Speyer; is that correct?

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1           A.    Yes.

2           Q.    Jones Lang and LaSalle managed the building  
3 for Tishman Speyer?

4           A.    No.   Tishman Speyer managed their own  
5 building.

6           Q.    All right.   So then when Tishman Speyer sold  
7 the building to its current owner, which was -- the  
8 name escapes me.

9           A.    An entity named MetLife.

10          Q.    Right.

11          A.    It was Tishman Speyer selling it to MetLife.

12          Q.    And MetLife then hired Jones Lang and  
13 LaSalle to manage the building for it?

14          A.    To manage and lease the building, yes.

15          Q.    Right.   Okay.   And so Jones Lang and LaSalle  
16 would have been made aware of the building rules that  
17 were carried over, correct?

18          A.    Correct.

19          Q.    And Jones Lang and LaSalle didn't -- well,  
20 it's part of Jones Lang and LaSalle's job as building  
21 manager to enforce those rules, correct?

22          A.    Yes.

23          Q.    And so that was the basis for the claim  
24 asserted in the motion to dismiss, that the landlord

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1 required the building union-only rule at 125 South  
2 Wacker?

3 A. Yes.

4 Q. Does Jones Lang and LaSalle promulgate its  
5 own building rules?

6 A. I would say in a new development where a  
7 building is coming out of the ground and rules and  
8 regs are to be put in place for a new building,  
9 possibly; otherwise, we are inheriting. Most every  
10 building that we have downtown, we were hired into an  
11 existing building that had been developed, and rules  
12 and regs were in place in virtually every case.

13 Q. With regard to these 15 buildings involved  
14 in this lawsuit, right?

15 A. Yes. Yes.

16 Q. Yes? Okay. All right.

17 So now we are on to -- okay. Let's move on  
18 to the next topic.

19 MR. FOSTER: Can I -- I'm sorry. Which is  
20 number 4?

21 MR. SCHUTTE: 4 was withdrawn.

22 MR. FOSTER: All right. 5. Okay. "The  
23 total amount of fees earned" -- all right. Okay. All  
24 right. So then as I understand it, 5 was withdrawn

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1     also, right?

2                   MR. SCHUTTE:   5 was not withdrawn.  We  
3     objected to 5 and said we would not produce a witness  
4     on the topic.

5                   MR. FOSTER:   All right.  Outside of the  
6     building one.

7                   MR. SCHUTTE:   Yes.

8                   MR. FOSTER:   All right.  So let's move on to  
9     number 6.

10    BY MR. FOSTER:

11           Q.    "The nature of JLL's communications with  
12    Building Owners Management Association, also known as  
13    BOMA, with regard to the union-only rule."

14                   Are you familiar with any communications  
15    between JLL and BOMA with regard to the union-only  
16    rule in any of your buildings?

17           A.    No.

18           Q.    Are you familiar with the labor negotiations  
19    that have occurred by BOMA with the labor unions?

20           A.    Yes.

21           Q.    Have you participated in any of those  
22    collective bargaining negotiations?

23           A.    No.

24           Q.    So as you sit here today, you are not aware

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1 of this topic having come up in any discussions  
2 between Jones Lang and LaSalle and BOMA?

3 MR. SCHUTTE: Objection. Asked and  
4 answered.

5 Go ahead.

6 BY THE WITNESS:

7 A. Which topic are you referring to?

8 BY MR. FOSTER:

9 Q. The topic the union-only rule.

10 A. No.

11 MR. FOSTER: Okay. How about a break here?

12 MR. SCHUTTE: Sure.

13 (Whereupon, a break was taken from  
14 10:47 to 10:59 a.m.)

15 MR. SCHUTTE: So we are back on the record.

16 There is one thing that the witness would like to  
17 clarify. He understood, Mr. Foster, your question,  
18 "Have you participated in negotiations involving  
19 BOMA," and he answered that as himself, and he would  
20 like to clarify on behalf of JLL so that the record is  
21 clear.

22 MR. FOSTER: Well, yes.

23 BY MR. FOSTER:

24 Q. "You" really is Jones Lang LaSalle?

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1           A.    Yes.

2           Q.    Is that what you meant?

3           A.    No.   No, sir.   I want to correct that.

4           Q.    Okay.

5           A.    So as a corporate representative, JLL did  
6 participate in the negotiations that BOMA conducts,  
7 the labor committee that BOMA conducts, with three  
8 entities: SEIU janitors, SEIU security, and Local 399  
9 laborers -- or engineers. So those, each year, every  
10 three years, there's contracts one year. They're on  
11 three-year cycles, and every year one of them expires.

12                We are a participant, JLL is a participant,  
13 on the labor committee. One of my managers, one of my  
14 senior managers participates on that. I don't  
15 personally; JLL does corporately, participates on the  
16 BOMA labor committee.

17           Q.    Who is that manager?

18           A.    David Hopwood.

19           Q.    All right. Are you done with that  
20 clarification?

21                MR. SCHUTTE: Do you want to ask him whether  
22 that changes the issue about whether there were  
23 conversations about the union-only rule? In other  
24 words, fill in the circle.

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1 MR. FOSTER: Okay.

2 BY MR. FOSTER:

3 Q. I mean, did Jones Lang and LaSalle have  
4 conversations with BOMA about the union-only rule?  
5 That would presumably include Mr. Hopwood?

6 A. That would. And so speaking as a corporate  
7 representative, no.

8 Q. All right. I, sir, would like to go back to  
9 topic number 2 briefly, and that was the process by  
10 which Jones Lang and LaSalle checks the union cards  
11 and membership of contractors working for tenants.

12 You may be aware that the chief engineer at  
13 180 North LaSalle, France Falzone, testified about a  
14 week ago here that he personally would walk around  
15 and do the carding of contractors in his building.

16 Are you aware of that testimony?

17 MR. SCHUTTE: I am going to object to that  
18 characterization of the testimony.

19 Go ahead.

20 BY THE WITNESS:

21 A. I'm aware of that testimony.

22 BY MR. FOSTER:

23 Q. And he also said that he would personally  
24 eject anyone who didn't have credentials.

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1                   Do the chief engineers at the other JLL  
2 buildings do that also?

3                   MR. SCHUTTE: Object to form.

4                   Go ahead.

5           BY THE WITNESS:

6           A. There is no consistent policy for them to do  
7 that. And to my knowledge, all of them do not do  
8 that.

9 BY MR. FOSTER:

10           Q. Do some of them do that?

11           A. Frank does it. Beyond Frank, I'm not sure.

12           Q. Well, under whose authority does he do that?

13           MR. SCHUTTE: Object to form.

14           Go ahead.

15           BY THE WITNESS:

16           A. Well, the building rules and regulations for  
17 180 North LaSalle, of which he is chief, specifically  
18 state that both movers and contractors on site are  
19 required to be union. That building has those in  
20 their contractor rules and regulations, in their  
21 building rules and regulations, and in their moving  
22 rules and regulations. He is enforcing that  
23 building's rules and regulations.

24

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1 BY MR. FOSTER:

2 Q. Under whose authority, the building manager?

3 A. Under the owner -- under the client's.

4 We're an agent for the client.

5 Q. Right.

6 A. So --

7 Q. Okay. I understand that. So Jones Lang and  
8 LaSalle has undertaken then to enforce those rules at  
9 that building, correct?

10 A. Yes.

11 Q. So is he doing to under the authority of his  
12 building manager?

13 A. He reports to a building manager.

14 Q. Right. A Jones Lang and LaSalle person is  
15 the building manager, right?

16 A. That is correct.

17 Q. Okay. So that the Jones Lang and LaSalle  
18 person is aware of what he is doing, is that correct,  
19 in that regard?

20 A. It --

21 MR. SCHUTTE: Object to form.

22 Go ahead.

23 BY THE WITNESS:

24 A. I would have to ask that manager if she was

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1     aware of that.

2     BY MR. FOSTER:

3             Q.    He said she was aware of it.

4             A.    Okay.

5             Q.    So that would be part of her job then is to  
6     enforce those rules, correct?

7             A.    As a general manager of the building, yes.

8             Q.    Just to be absolutely clear about this,  
9     every other of the 15 buildings has similar rules and  
10    regulations about union movers. We have already  
11    established that; is that correct?

12            A.    Yes.

13            Q.    Do we have any reason to believe that the  
14    procedure is any different at the other 14 buildings  
15    with regard to carding?

16                   MR. SCHUTTE: Object to form.

17                   Go ahead.

18     BY THE WITNESS:

19            A.    I would like to explain that to you. Can I?

20     BY MR. FOSTER:

21            Q.    Go right ahead, sir.

22            A.    Okay. And I'll preface it by saying every  
23    building setup is unique. In some buildings, the  
24    larger buildings, there are security officers at the

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1 loading dock. They are not JLL employees; they're  
2 Securitas employees. That's who does all of our  
3 security for the region, Securitas. That's who would  
4 be doing security at those 15 building.

5           There are loading dock guards, loading dock  
6 security officers that check contractors in our  
7 buildings through loading docks, not through main  
8 entries, and the security individuals are the first  
9 ones who come into contact with anyone coming into the  
10 security dock, typically early morning if there is  
11 construction going, or any other movement into the  
12 building.

13           So Securitas, the Securitas personnel, are  
14 SEIU, and part of their responsibility is to check and  
15 make sure that the people coming into the property are  
16 authorized to be at the property, authorized by the  
17 management office after a tenant would make a request  
18 to have a contractor come into the building, and we  
19 would receive certificates of insurance, and we would  
20 get all the qualifications of the contractor, and we  
21 would give permission for them to come into the  
22 building. That was how they would get into the  
23 building.

24           Would they check? We would be looking to

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1     approve union contractors to come into the building.  
2     Does Securitas check every person that comes in? They  
3     check that that contractor is authorized to be there.  
4     I can't say that they would check every individual to  
5     see if they were union or not. The company coming in  
6     has been cleared by the management office, and we  
7     would let them come in.

8             Q.     Okay.

9             A.     Okay?

10            Q.     So as I understand it then, the management  
11     office, run by Jones Lang and LaSalle, has to have  
12     advanced knowledge of any contractor before they will  
13     be let into the building; isn't that correct?

14            A.     That's correct.

15            Q.     And the rules in every building require that  
16     the contractors be union; is that correct?

17                   MR. SCHUTTE:   Object --

18     BY MR. FOSTER:

19            Q.     Of the 15 buildings?

20                   MR. SCHUTTE:   Object to form.

21                                 Go ahead.

22     BY THE WITNESS:

23            A.     They all have a -- at a minimum, they have a  
24     harmony in labor provision in their rules and

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1 regulations, but -- so yes, the answer is yes.

2 BY MR. FOSTER:

3 Q. Yes. So that would be part of Jones Lang  
4 and LaSalle's job as manager of each of these  
5 buildings to determine if every contractor who comes  
6 is union, correct?

7 A. Correct.

8 Q. And that's what they do; isn't that correct?

9 A. Yes.

10 Q. And if they're nonunion, you won't even put  
11 them on the approved list so that they can come  
12 through security; isn't that correct?

13 A. That's right.

14 Q. Okay. Moving on. Well, one more point.

15 Securitas, the security firm?

16 A. Yes.

17 Q. Okay. Do they report to Jones Lang LaSalle  
18 building managers?

19 A. Each property has a security contract, yes,  
20 with --

21 Q. Do they --

22 A. With Securitas.

23 Q. Every?

24 A. They are a contract service provider, yes.

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1 Q. Do they report to JLL building managers?

2 A. Yes.

3 Q. So now we are on to topic number 7. The  
4 topic number 7 is whether the union-only rule has  
5 been in effect at 180 North LaSalle Street and  
6 111 South Wacker for tenant contractors and movers in  
7 the applicable time periods.

8 Okay. So let's talk about that. And  
9 I think we already have sort of talked about it. We  
10 have definitely talked about 180 North LaSalle.

11 THE WITNESS: Could I get some more water?

12 MR. FOSTER: Absolutely. Let's take a  
13 little break.

14 MR. SCHUTTE: We don't have to break.  
15 I could just get it.

16 THE WITNESS: No, just a glass of water is  
17 fine.

18 MR. FOSTER: The waiter will refill your  
19 glass for you.

20 THE WITNESS: Thank you.

21 MR. ZOURAS: Do you need water, Howard?

22 MR. SCHUTTE: Oh, yeah. Howard, would you  
23 like some?

24 MR. FOSTER: No, I'm -- all right.

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1 BY MR. FOSTER:

2 Q. Okay. 180 North LaSalle, we've been talking  
3 about that. Mr. Falzone is currently the chief  
4 engineer there, and I know from memory he's been  
5 chief engineer for several years at that building.

6 A. Yes.

7 Q. Right. So I think the answer is, if I  
8 understand everything correctly, that that has been  
9 the rule for the last four years at 180 North  
10 LaSalle, right?

11 A. Yes.

12 Q. What about 111 South Wacker? Is that --  
13 I mean --

14 A. What was your question? You said -- what is  
15 your question?

16 Q. Well, I think we have already covered there  
17 this, but you have said that I think that there is  
18 there has been a union-only rule at 111 South Wacker?

19 A. Yes.

20 Q. Has that been in effect for the last four  
21 years?

22 A. Yes.

23 Q. We are done with that topic.

24 Topic number 8 is whether Jones Lang and

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1 LaSalle's competitive building for construction work  
2 at the buildings, which is a service Jones Lang and  
3 LaSalle offers its landlord clients, includes  
4 receiving bids from nonunion contractors. "If not,  
5 then how has failure to receive competitive bids from  
6 nonunion contractors been communicated to landlord  
7 clients?

8 Let me just ask, Are you familiar with this  
9 concept of competitive bidding in the management  
10 agreements?

11 A. Yes, I am.

12 Q. What is competitive bidding as referred to  
13 in the management agreements?

14 A. It is seeking multiple qualified service  
15 providers for every service and receiving or issuing  
16 scope requirements, issuing RFP requirements, and  
17 receiving bids.

18 Q. Does Jones Lang and LaSalle receive bids or  
19 RFPs from firms that do not have collective  
20 bargaining agreements with labor unions?

21 MR. SCHUTTE: Object to form.

22 Go ahead.

23 BY THE WITNESS:

24 A. No.

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1 BY MR. FOSTER:

2 Q. Why not?

3 A. Multiple reasons, first being the work  
4 harmony within the properties. It's the same as the  
5 non- -- it would be in keeping with the nonunion rule  
6 for contractors in the building.

7 Q. For the same reasons?

8 A. Yes.

9 Q. All right. Fair enough.

10 What about -- okay. Topic number 9, whether  
11 the union-only rule was in effect at the five  
12 buildings Jones Lang and LaSalle no longer manages  
13 but managed during the class period.

14 A. Yes.

15 Q. That's your answer to that question?

16 A. Yes.

17 Q. Okay. That's easy.

18 Topic number 10, whether Jones Lang and  
19 LaSalle has discussed the union-only rule with its  
20 landlord clients, and if so, the reasons for the rule  
21 and implications of not having the possibility of  
22 unions picketing the buildings.

23 I think that you have pretty much answered  
24 that from your prior testimony up to now.

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1           A.    Yes, I have.

2           Q.    I think you have.  You have explained why.  
3   And am I correct that the owners of all of these 15  
4   buildings want the union-only rule?

5           A.    Yes.

6           Q.    Okay.  I get it.  All right.

7                   And you are not aware of any situation where  
8   Jones Lang and LaSalle has tried to push back on  
9   those rules?

10          A.    I am not.

11          Q.    Topic number 11:  "The basis for any claim  
12   by Jones Lang and LaSalle that the use of union  
13   contractors is an individual choice made by each  
14   tenant."

15                Are you aware that that is a claim or  
16   contention that is being made by Jones Lang and  
17   LaSalle in this litigation?

18          A.    I am.

19          Q.    Could you explain then to me, please, why  
20   Jones Lang and LaSalle believes that whether to use  
21   union contractors is an individual choice made by  
22   each tenant.

23                MR. SCHUTTE:  Object to form.

24                   Go ahead.

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1 BY THE WITNESS:

2 A. Because not every building, not every single  
3 building has the same clearly defined nonunion  
4 language that 180 North LaSalle has. 111 South Wacker  
5 would be an example of that where the work harmony  
6 clause that's in everyone's leases and that's in the  
7 rules and regulations of the building would -- given  
8 at that particular property where it's not  
9 specifically stated that all contractors have to be  
10 union in writing in the leases, then the tenant could,  
11 if they chose to, avoid that and say, "We don't care  
12 if we cause disruption to the building; we are going  
13 to do that anyway."

14 In the building where it is clearly defined  
15 where there is no black and white about it where it  
16 has to be union contract, which the majority of the  
17 buildings are, that would be -- they would not have  
18 that latitude. So it would be pending which building.

19 Q. As I understand it from your answer then,  
20 you haven't actually spoken to any tenants about  
21 this; is that correct?

22 A. We have -- there --

23 Q. You, Jones Lang and LaSalle, have you  
24 reached out to your tenants and asked them if they

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1     want --

2             A.    I believe there is a tenant identified in  
3     the document that we have spoken to.

4             Q.    There was one.  It was a firm that does  
5     work, financial planning for union members, and  
6     that's the only one you identified.

7                     So Jones Lang and LaSalle doesn't know, has  
8     no indication that any other tenants feel the way  
9     that one firm feels; isn't that true?

10            MR. SCHUTTE:  Object to form.  Object to  
11     form.  Sorry, Howard.

12            MR. FOSTER:  Go ahead.

13     BY THE WITNESS:

14            A.    Please repeat the question.

15     BY MR. FOSTER:

16            Q.    Jones Lang and LaSalle has no indication  
17     that any other tenants in any of its buildings prefer  
18     to use union labor; isn't that correct?

19            A.    Union labor?

20            Q.    Yeah.

21            A.    Prefer to use union labor?

22            Q.    Prefer to use union labor, right, that they  
23     support -- I take that back.  I take this back.

24                     My question was, Is it an individual issue?

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1 And you're saying in some buildings, it's  
2 theoretically possible that tenants could use  
3 nonunion contractors at some of these 15 buildings.

4 Am I correct that that's your answer?

5 A. I said one of the buildings that I know of.

6 Q. Which one?

7 A. 111 South Wacker.

8 Q. Pardon me?

9 A. 111 South Wacker.

10 Q. In that one building, it would be possible?

11 Why would it be possible in that building?

12 MR. SCHUTTE: Object to form. Asked and  
13 answered.

14 MR. FOSTER: Go ahead.

15 BY THE WITNESS:

16 A. Because the moving regulations say that all  
17 movers have to be nonunion. The building harmony  
18 clause is in the building rules and regulations and  
19 it's in the tenant leases. There is not a specific  
20 statement in the building rules and regulations in  
21 that building that is clearly defined as other  
22 buildings that says only nonunion contractors -- only  
23 union contractors.

24

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1 BY MR. FOSTER:

2 Q. Let me go over your answer because I think  
3 you may have misspoken. You said the building rules  
4 require all of the movers to be nonunion?

5 A. No, I meant that is -- let me clarify that.  
6 The building rules require the movers to be union.

7 Q. Okay.

8 A. I'm sorry.

9 Q. So that a tenant cannot use a nonunion mover  
10 in that building?

11 A. No.

12 Q. You are saying that there is no rule  
13 requiring union contractors at 111 South Wacker?

14 A. There's a policy that we follow that  
15 requires that. It's not in writing in the rules and  
16 regulations specifically that I reviewed.

17 Q. It's an unwritten rule, would you agree with  
18 that statement, at that building?

19 MR. SCHUTTE: Object to form.

20 Go ahead.

21 BY THE WITNESS:

22 A. It's a rule that is defined by the labor  
23 harmony clause of the rules and regulations, which  
24 talks about disruption and picketing.

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1 BY MR. FOSTER:

2 Q. Right. But as we discussed earlier, it  
3 would be your practice, Jones Lang and LaSalle's  
4 practice, at that building to instruct security to  
5 card all the contractors who come in, correct?

6 A. Yes.

7 Q. It's not possible for a tenant to get a  
8 nonunion contractor into that building; is it?

9 A. It's not recommended.

10 Q. How would it be possible to go through  
11 security?

12 A. If -- as I spoke to you earlier about who  
13 gives clearance to this and who gives position to who  
14 comes in and when they come in and it's worked through  
15 the management office of the building, security is  
16 only responding to the direction that they are given  
17 by the building management office.

18 Q. Which is Jones Lang and LaSalle?

19 A. Yes. And if Jones Lang and LaSalle in a  
20 particular case where a tenant said, "I want to use a  
21 nonunion contractor at 111 South LaSalle" --

22 Q. South Wacker?

23 A. Or 111 South Wacker, and pointed  
24 specifically to the rules and regulations saying, "It

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1 doesn't say that there," but it does, we would just  
2 talk to them about the harmony in labor. And in that  
3 particular case, if they said that they chose to, it  
4 has not happened, but we would do that.

5 Q. It has never happened, to your knowledge,  
6 right?

7 A. To my knowledge, correct.

8 Q. So I'm not sure then why it is that Jones  
9 Lang and LaSalle believes that the choice of whether  
10 to use union or nonunion labor is an, quote,  
11 "individual" issue.

12 Why does Jones Lang and LaSalle believe that  
13 is an individual issue when your rules prevent them  
14 from making that choice?

15 MR. SCHUTTE: I am going to object to the  
16 form of the question. I would be happy to explain,  
17 but for now, I'll just leave it at that.

18 MR. FOSTER: Okay.

19 You can answer.

20 BY THE WITNESS:

21 A. I don't know.

22 BY MR. FOSTER:

23 Q. I am moving on to the next topic, which is  
24 number 12, whether Jones Lang and LaSalle or its

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1 landlord clients pays for tenant improvement  
2 allowances at the buildings, and whether the  
3 allowances are amortized over the course of the  
4 tenants' leases plus interest.

5 Okay. What is a tenant improvement  
6 allowance, sir?

7 A. It is a dollar amount that is provided in a  
8 lease negotiation to a tenant to perform construction  
9 management in the building for their space, the  
10 construction of their space specifically.

11 Q. With regard to these 15 buildings that Jones  
12 Lang and LaSalle manages, who pays the tenant  
13 improvement allowances, Jones Lang and LaSalle or the  
14 owners?

15 A. The owners.

16 Q. Okay. Does Jones Lang and LaSalle negotiate  
17 the amount of those tenant improvement allowances in  
18 lease negotiations?

19 MR. SCHUTTE: Object to form. Outside the  
20 scope.

21 You can answer in an individual  
22 capacity.

23 BY THE WITNESS:

24 A. Every one of those 15 buildings that we

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1     manage has a separate -- in most cases, a separate  
2     leasing agreement with a leasing agent that may or may  
3     not be Jones Lang LaSalle. In most of the cases of  
4     those 15 buildings, it is not Jones Lang LaSalle  
5     leasing, but the answer is the leasing company that is  
6     representing the owner and is the agent for them on  
7     the leasing service negotiates that on behalf of the  
8     owner and in concert with the owner's rep.

9     BY MR. FOSTER:

10           Q.    Okay. So what does Jones Lang and LaSalle  
11     have to do with the tenant improvement allowances  
12     then at the buildings where it manages?

13           A.    Explain what you mean by what do they have  
14     to do with it.

15           Q.    They don't determine the amount of the TIAs  
16     for each tenant, right?

17           A.    Correct.

18           Q.    You're saying that they generally don't  
19     negotiate the leases of the tenants, right?

20           A.    Correct.

21           Q.    Well, let me ask you this.

22                   Do those tenant improvement allowances get  
23     amortized back to the tenants as rent?

24           MR. SCHUTTE: Object to form of the

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1 question.

2 Go ahead.

3 BY THE WITNESS:

4 A. I've pondered that question as to what that  
5 means. An owner looks at every lease transaction and  
6 analyzes it based upon the rent stream, based upon the  
7 cost of the capital to build the tenant space and  
8 based upon the free rent, if there is any that is  
9 provided, or any other allowance, and they use their  
10 own discount rate to look at how they valued that  
11 lease.

12 And if you say is it amortized into the  
13 rent, a lease has a rental income stream and it has an  
14 expense extreme, and at the end of the day, the owner  
15 has to be satisfied with the return that they get over  
16 a five- or a seven- or a ten-year life of the lease  
17 discounted back to today.

18 So every owner looks at it differently,  
19 would look at it with their own set of criteria for  
20 what type of return they require or want. It could be  
21 a core asset, it could be a value-add asset, it could  
22 be an opportunistic aspect, all of those different  
23 return expectations.

24 So that analysis of that lease is typically

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1     done by the leasing agent, it's shared with the owner,  
2     and the owner decides whether they want to do that  
3     deal or not.

4             MR. FOSTER:   Okay.   I understand.   All  
5     right.   Can we go off the record for a few minutes?

6             MR. SCHUTTE:   Of course.

7                             (Whereupon, a break was taken from  
8                             11:25 to 11:35 a.m.)

9                             (Whereupon, Exhibit 2 was marked  
10                            for identification.)

11    BY MR. FOSTER:

12            Q.   I want to go back, sir, just to clarify.  
13    The rules at all the buildings, we have clarified,  
14    with regard to nonunion contractors, I just want to  
15    make sure that is the same for nonunion movers.

16            A.   So you're asking me if it's the same rules  
17    for nonunion movers?

18            Q.   Right.   Are nonunion movers not allowed in  
19    the 15 buildings?

20            A.   That's correct.

21            Q.   And then I would like to show you what is  
22    marked as Exhibit 2.   If you take a look at this.  
23    It's a multi-page exhibit.   Those documents, to  
24    clarify, were produced pursuant to subpoenas on the

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1 Local 705 union.

2 MR. SCHUTTE: Have you produced them to us?

3 MR. FOSTER: Yes, we did.

4 MS. NELSON: Yeah, it's just not our  
5 document.

6 MR. SCHUTTE: No, I'm sorry. I just  
7 didn't -- did you make a copy of the subpoenaed  
8 documents to us?

9 MR. FOSTER: We did.

10 MR. SCHUTTE: I'm just asking. I wasn't  
11 positive.

12 MR. FOSTER: Okay.

13 MR. SCHUTTE: Got you.

14 BY MR. FOSTER:

15 Q. All right. So if you will look, sir, the  
16 first one, which is Bates ending in 001, is an e-mail  
17 from Kelly Leyden?

18 A. Keelee.

19 Q. Keelee Leyden at Jones Lang and LaSalle to  
20 Richard De Vries. He is an official with Local 705  
21 movers union. And it says, "Hi, Richard, do you have  
22 an updated movers list for Office and Industrial  
23 moves? The last notice I have on file is from  
24 4/1/15."

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1                   Have you seen this before?

2                   MR. SCHUTTE: Take your time to read through  
3 it if you need to. Yeah, certain pages are difficult  
4 to read.

5 BY MR. FOSTER:

6                   Q. I see it. It's just a list of union group  
7 movers produced by the union. But on the last page,  
8 there is an e-mail from Walker Vauters at JLL back to  
9 Richard De Vries, and it says, "Stay in touch."

10                  Okay. So let me just ask you, Have you seen  
11 this e-mail before?

12                  A. No.

13                  Q. It seems to reflect that Jones Lang and  
14 LaSalle wants to receive an up-to-date list of  
15 union-approved movers. Would you agree with that?

16                  MR. SCHUTTE: Object to form.

17                               Go ahead.

18 BY THE WITNESS:

19                  A. I can't answer that without some  
20 clarification as to the dates here.

21 BY MR. FOSTER:

22                  Q. I'm not sure I could clarify. The dates of  
23 what?

24                  A. All right. Keelee Leyden's e-mail is from

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1     October 18, 2018, when she was assistant general  
2     manager at 175 West Jackson.

3             Q.     Right.     Okay.

4             A.     Walker Vauters, who was a security director  
5     at 111 South Wacker at the time, is dated November 2,  
6     2016.     And he's thanking Rich for what I'm -- I'm not  
7     sure the connection between these two.

8             Q.     Okay.     Well, I'm not sure either.     This is  
9     how they were produced to us.

10            A.     Okay.

11            Q.     So there is some connection -- let me ask  
12     you this question.

13                    Why are Jones Lang and LaSalle people  
14     communicating to the movers union to get a list of  
15     approved union movers?

16                    MR. SCHUTTE:     Object to form.     Outside the  
17     scope.

18                    Go ahead.

19            BY THE WITNESS:

20            A.     Because we require union-only movers.

21            BY MR. FOSTER:

22            Q.     Right.     So does Jones Lang and LaSalle  
23     maintain a list of union movers?

24            A.     I think we -- the requests, one in 2016 and

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1     one in 2018, would suggest that our list was updated  
2     based upon moving companies that were union and  
3     working that the Teamsters were a part of.

4             Q.     Right. It seems to me that Jones Lang and  
5     LaSalle is regularly in touch with the movers union  
6     so it can maintain a list of approved union movers;  
7     is that correct?

8             MR. SCHUTTE: Object to form.

9             Go ahead.

10            BY THE WITNESS:

11            A.     In two instances in the past three years,  
12     that question was asked. There's two of them.

13            BY MR. FOSTER:

14            Q.     You're only aware of those two instances  
15     where Jones Lang and LaSalle employees have reached  
16     out to the movers union to get a list of approved  
17     union movers?

18            MR. SCHUTTE: Outside the scope.

19            Go ahead.

20            BY THE WITNESS:

21            A.     I'm only aware of these two that I'm looking  
22     at, yes.

23            BY MR. FOSTER:

24            Q.     Does Jones Lang and LaSalle maintain a list

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1 of approved union movers with regard to these  
2 15 buildings?

3 A. Not to my knowledge. These are individual  
4 buildings: One was 175; one was 111 South Wacker.  
5 I do not consolidate and keep at the regional level  
6 any type of list of approved movers requiring them to  
7 be used at the properties, these 15 or any other ones.

8 Q. Okay. Where is your office?

9 A. AON Center.

10 Q. Do you know why these people would be  
11 reaching out to the movers union to ask him for a  
12 list of approved union movers?

13 MR. SCHUTTE: Objection. Outside the scope.  
14 Go ahead.

15 BY THE WITNESS:

16 A. I would speculate on why.

17 BY MR. FOSTER:

18 Q. Why?

19 A. Because they want to have as many options as  
20 possible for their tenants to look at and receive bids  
21 from.

22 Q. Did they circulate this list to their  
23 tenants?

24 A. I'm assuming so. I don't know for a fact,

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1 but I believe that's the reason that they  
2 absolutely -- I firmly believe this is why they would  
3 ask for that, so they can provide it to their tenants,  
4 yes.

5 Q. So it would seem like they would need to  
6 have regular contact with the movers union to get  
7 update listings of approved union movers?

8 A. Well, if you look at Keelee's e-mail on  
9 Thursday, December 18th, it looks like they weren't in  
10 contact with them regarding a list or had any list  
11 from April 1st of '15. So that was three and a half  
12 years later.

13 Q. Right.

14 A. So, you know, she -- apparently that  
15 building wasn't in contact with the union for that  
16 period of time.

17 I would like to make a clarification, if  
18 I could. Can I do that to this particular one?

19 Q. Okay. Go ahead.

20 A. Okay. We took over this building. This is  
21 dated October 18th. Brookfield purchased this  
22 building in April of 2018. The previous managing  
23 agent was a self-managing owner out of New York.

24 We took over. We were assigned the

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1 management contract in April of '18. Keelee was  
2 assigned as assistant general manager of this  
3 property. She would have been looking at a property  
4 list that had been in the management office under the  
5 old management company and was reaching out for an  
6 update stating that the one that they had was from  
7 4 of '15.

8 Q. Okay. Okay.

9 A. Okay?

10 Q. All right. I understand that. On the other  
11 hand, if you look at the last page, Walker Vauters  
12 said to Richard De Vries, "Stay in touch." That's  
13 what his e-mail says, the one dated November 2016.  
14 Sounds like he wants to be kept apprised of union  
15 movers from the union, right?

16 MR. SCHUTTE: Objection. Outside the scope.  
17 Foundation.

18 Go ahead.

19 BY THE WITNESS:

20 A. I don't know what the nature of Mr. Vauters'  
21 relationship is with Richard De Vries. It could be a  
22 personal relationship. I have no idea of knowing  
23 that. Walker no longer works for us.

24

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1 BY MR. FOSTER:

2 Q. He no longer works for you?

3 A. He retired.

4 Q. Okay. But isn't it accurate to say, and  
5 I think you have indicated this, but I want to make  
6 it absolutely certain, that Jones Lang and LaSalle  
7 wants to have a current list of approved union movers  
8 to circulate to its tenants?

9 A. I would say yes. And the reason I would say  
10 that is because when we provide names -- tenants have  
11 the same expectation of their purchasing people that  
12 we have of our bidding process, and that would be to  
13 go get multiple bids.

14 And so if we can give them multiple sources  
15 to get bids from so that they can go out and  
16 competitively bid against the union -- all union  
17 contractors aren't going to bid the exact same number;  
18 they are going to bid based on profit, overhead, and  
19 other things. And so giving them a list of approved  
20 movers that they can go out to bid on their own and  
21 get their best pricing is how I see that, and I think  
22 that's --

23 Q. Well, okay.

24 A. And I consider that a good practice.

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1           Q.    Okay.  But they would never circulate a list  
2   of nonunion movers to the tenants, right?

3           A.    That's right.

4           MR. FOSTER:  Okay.  I'm done.  I don't have  
5   any more questions for you, sir.  Thank you.

6           THE WITNESS:  Thank you.

7           MR. SCHUTTE:  I have one follow-up.

8                               EXAMINATION

9   BY MR. SCHUTTE:

10          Q.    Sir, can you look at topic 9, I believe it  
11   is.  Sorry, it's topic 11.

12                Are you aware that JLL has taken a position  
13   in this litigation that even if there were no  
14   union-only rule, that some tenants might still choose  
15   to use union contractors?

16          A.    Yes, I'm aware of that.

17          Q.    Okay.  Why, even in the absence of a  
18   union-only rule, might a tenant still choose to  
19   exercise their choice and use a union contractor?

20          A.    I would say a couple of reasons.  The first  
21   I would say is that tenants, individual tenants in a  
22   building, have their own views of union contractors  
23   based upon their organization.

24                For example, if I'm the City -- I'm going to

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1 give you an example. The City of Chicago is a tenant  
2 in the building or if, say, State Teachers Retirement  
3 System is a tenant in the building, they represent  
4 unions. If Teamsters is a tenant in the building,  
5 they represent unions, and they would want and -- they  
6 would want to, because they are union advocates and  
7 supporters and part of their business, I would say  
8 that would be one.

9 I'd say number two, I would say there is a  
10 level of training, there is a level of development,  
11 there is a level of certification, updates, and  
12 requirements, there's continuing education that union  
13 organizations provide for their members. It's the  
14 case in 399. It's case in SEIU. There's training and  
15 development.

16 And as a result, I think tenants in  
17 buildings would want to have the most qualified,  
18 capable people working, particularly in an electrical  
19 closet or some very difficult environment that would  
20 require current knowledge and the most capable skill.

21 And then lastly, I would say that if I'm  
22 asked to provide a list of general contractors, the  
23 best general contractor in the City of Chicago, the  
24 best painter in the City of Chicago, the best

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1 electrician in the City of Chicago, they are going to  
2 most likely be union.

3 And so if you take someone like a  
4 JC Anderson or a Clune Construction, they have decades  
5 of experience in providing buildouts in downtown  
6 Chicago in the buildings of downtown Chicago. They're  
7 highly respected, they're highly valued by the market,  
8 and I think in absence of a union-only rule, people  
9 would still want their buildouts done in a way that  
10 gives them the finished product that they would  
11 expect.

12 Q. In your view, in the absence of a union-only  
13 rule, in order to determine whether a particular  
14 tenant would choose to use a union contractor or  
15 nonunion contractor, would you say that the only way  
16 to do that would be to ask that on a tenant-by-tenant  
17 basis?

18 A. Yes, absolutely.

19 MR. SCHUTTE: All right. I have nothing  
20 further.

21 MR. FOSTER: Okay. I would like to ask a  
22 couple questions about that.

23  
24

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1 FURTHER EXAMINATION

2 BY MR. FOSTER:

3 Q. You are of the opinion, sir, that unions  
4 have higher quality workmanship than nonunion firms.  
5 That's what it sounds like to me. Is that your  
6 opinion?

7 A. Are you asking my personal opinion or my --

8 Q. Yes.

9 A. -- corporate opinion?

10 Q. Okay. Does Jones Lang and LaSalle have an  
11 opinion about that?

12 A. I can't speak to whether Jones Lang LaSalle  
13 does; I can speak to my personal opinion.

14 Q. Right now, I am just asking about Jones Lang  
15 and LaSalle corporate rep.

16 Has there ever been a Jones Lang and LaSalle  
17 statement or publication which indicates that union  
18 contractors do better quality work than nonunion  
19 contractors?

20 A. Not to my knowledge.

21 Q. And you say that is your personal opinion,  
22 right, that the best contractors in the City of  
23 Chicago are all union contractors?

24 A. That's my personal opinion, yes.

**DEPOSITION OF STEPHEN ZSIGRAY**

1           Q.   Is that personal opinion? Can you site any  
2 study that would agree with you?

3           A.   I could cite the experience that my firm has  
4 had and that I have had as a regional manager running  
5 the business.

6           Q.   I understand. Other than -- that's not my  
7 question.

8           A.   Okay.

9           Q.   Is there any study --

10           MR. SCHUTTE: Well, he can give you -- let  
11 him finish his answer.

12           MR. FOSTER: Okay.

13 BY MR. FOSTER:

14           Q.   I know you have personal --

15           MR. SCHUTTE: No, but let him finish. He  
16 started to answer. You can move to strike the answer,  
17 you can disregard the answer, but you can't interrupt  
18 and stop the witness.

19           MR. FOSTER: Okay.

20           MR. SCHUTTE: Please finish your answer.

21           MR. FOSTER: Study was my question.

22           MR. SCHUTTE: He knows what the question  
23 was.

24                     Please go ahead and answer, give the

**DEPOSITION OF STEPHEN ZSIGRAY**

1 rest of your answer to the question, please.

2 BY THE WITNESS:

3 A. I am basing it on my experience in running  
4 the management of a 35 million square foot portfolio  
5 in downtown Chicago of the quality of the contractors  
6 who work in our buildings. And they are union, and  
7 they are -- the ones I mentioned, the two  
8 specifically, JC Anderson and Clune, there are many of  
9 them who are just very, very high quality, and  
10 I would -- so a study? No.

11 BY MR. FOSTER:

12 Q. Okay. I understand it.

13 And you have spent your entire career at  
14 Jones Lang and LaSalle essentially, right?

15 A. My first seven years in my career were in  
16 corporate finance, but my real estate career is Jones  
17 Lang and LaSalle, yes, sir.

18 Q. Right. In your experience at Jones Lang and  
19 LaSalle, have you ever dealt with any nonunion  
20 contractors?

21 A. Yes, sir, I have.

22 Q. Which ones?

23 A. I managed the Texas region of Jones Lang  
24 LaSalle for eight years, and I managed the Tennessee

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1 region of Jones Lang LaSalle for three years.

2 Q. Do those regions allow nonunion contractors  
3 into their properties?

4 A. Yes, they did.

5 Q. Okay. Why is that?

6 A. Because they were nonunion towns. They  
7 were --

8 Q. Okay. Did --

9 A. Dallas is a right-to-work. Texas is a  
10 right-to-work state. And there were union contractors  
11 and there were nonunion contractors.

12 Q. Did the nonunion contractors do good work in  
13 those areas?

14 A. Some of them.

15 Q. Okay.

16 A. Yes.

17 MR. FOSTER: All right. I have no further  
18 questions.

19 MR. SCHUTTE: We have nothing further. We  
20 will reserve signature. Thank you.

21 MR. FOSTER: Okay. Thank you.

22 FURTHER DEPONENT SAITH NOT  
23  
24

**DEPOSITION OF STEPHEN ZSIGRAY**

1                   IN THE UNITED STATES DISTRICT COURT  
2                   FOR THE NORTHERN DISTRICT OF ILLINOIS  
3   WACKER DRIVE EXECUTIVE                   )  
4   SUITES, LLC, et al.,                    )  
5                   Plaintiffs,                    )  
6                   vs.                                ) No. 1:18-cv-5492  
7   JONES LANG LASALLE AMERICAS            )  
8   (ILLINOIS), LP,                         )  
9                   Defendant.                    )

10                I, STEPHEN ZSIGRAY, being first  
11                administered an oath, say that I am the  
12                deponent in the aforesaid deposition taken on  
13                12/20/2019; that I have read the foregoing  
14                transcript of my deposition, and affix my  
15                signature to same.

16  
17    \_\_\_\_\_  
18   STEPHEN ZSIGRAY

19  
20                Subscribed and sworn to  
21                before me this \_\_\_\_\_ day  
22                of \_\_\_\_\_, 2020.

23   \_\_\_\_\_  
24   Notary Public

**DEPOSITION OF STEPHEN ZSIGRAY**

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ERRATA SHEET

CASE NAME: WACKER DRIVE EXECUTIVE SUITES, et al., vs.  
JONES LANG LASALLE, et al.  
CASE NUMBER: 1:18-cv-5492  
WITNESS: STEPHEN ZSIGRAY  
REPORTER: Andrew R. Pitts

I wish to make the following changes for the following reasons:

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In accordance with Supreme Court Rule 207(a), the above corrections are made to correct an error in the reporting or transcription of my answer(s).

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

3

16

**DEPOSITION OF STEPHEN ZSIGRAY**

1 as aforesaid.

2 I further certify that the signature to the  
3 foregoing deposition was reserved by counsel for the  
4 Defendant and that there were present at the  
5 deposition the attorneys hereinbefore mentioned.

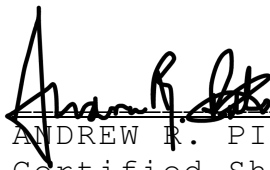
6 I further certify that I am not counsel for  
7 nor in any way related to the parties to this suit,  
8 nor am I in any way interested in the outcome thereof.

9 IN TESTIMONY WHEREOF: I certify to the  
10 above facts this 11th day of January, 2020.

11

12

13



14

ANDREW R. PITTS  
Certified Shorthand Reporter  
County, Illinois  
My commission expires May 31, 2021

15

16

17 C.S.R. Certificate No. 084-4575.

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VERBALTECH INC.  
3013 WEST 54th STREET  
CHICAGO, ILLINOIS 60632

January 13, 2020

MORGAN, LEWIS & BOCKIUS LLP  
Mr. Scott T. Schutte, Esquire  
77 West Wacker Drive  
Suite 500  
Chicago, Illinois 60601-5094

Dear Mr. Schutte:

Enclosed is the deposition transcript for the  
aforementioned deponent in the above-entitled cause.  
Also enclosed are additional signature pages, if  
applicable, and errata sheets.

Per your agreement to secure signature, please submit  
the transcript to the deponent for review and  
signature. All changes or corrections must be made on  
the errata sheets, not on the transcript itself. Errata  
sheets should be signed and signature pages need to be  
signed and notarized.

After the deponent has completed the above, please  
return all signature pages and errata sheets to  
VerbalTech Inc. at the above address, and VerbalTech  
Inc. will handle distribution to the respective  
parties.

If you have any questions, please call me at the phone  
number below.

===== Procedure outlined in Rule 207 (a) of  
the Illinois Supreme Court Rules

Sincerely,

Andrew R. Pitts,  
Court Reporter  
(312) 752-6583

cc: MR. HOWARD W. FOSTER

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